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AGREEMENT

Between

HOLLAND TOWNSHIP PARAPROFESSIONAL ASSOCIATION

And

HOLLAND TOWNSHIP BOARD OF EDUCATION

July 1, 1982

to

June 30, 1984

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

HOLLAND TWSP. BOARD OF EDUCATION
R.D. 4 BOX 168
MILFORD, N.J. 08848

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PREAMBLE

This Agreement entered into by and between the Board of Education, Township of Holland, New Jersey, hereinafter called the "Board," and the Paraprofessional Association, hereinafter called the "Association,"

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Holland Township School District is their primary aim and that the character of such education depends in part upon

WHEREAS, the paraprofessionals play a vital part in the successful operation of the school program, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1975, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

RECOGNITION

ARTICLE I

A. UNIT

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all their respective personnel employed by the Board.

B. DEFINITION OF EMPLOYEE

Head Custodian
Head Bus Driver/Mechanic-Groundsman
Cafeteria Manager
Custodians
Full-time Cafeteria workers

Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees in the negotiating unit represented by the Association as above defined and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations to determine a successor agreement in accordance with N.J.A.C. 19:12-2.1 in a good faith effort to reach agreement concerning the terms and conditions of members' employment. The timing of such negotiations shall be in accordance with N.J.A.C. 19:12-2.1. Any agreement so negotiated shall apply to all members as defined in Article I. Recognition, be reduced to writing, be signed by the Board and the Association.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The respective negotiating committees for the Association and the Board shall consist of no more than four (4) representatives for any given session. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiatio

1. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, ratified by the Association membership and adopted by the Board.

2. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by an employee, a group of employees, or the Association based upon an alleged violation, interpretation or application of this Agreement, policies or administrative decisions affecting an employee, a group of employees, of the Association.

B. Purpose

Any individual member of the Association shall have the right to appeal any violation, interpretation or application of this Agreement, policy and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Holland Township Paraprofessional Association or another person of his own choosing currently employed by the Holland Township Board of Education to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

C. Procedure

1. Any grievant or his representative(s) shall, within seven (7) school days discuss the grievance first with the Superintendent, Principal or department head, if applicable, in an attempt to resolve the matter informally at that level, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that if a grievance occurs at the termination of the school year, the period allowed shall not exceed ten (10) calendar days.

2. If, as a result of the discussion held at step one (1), the matter is not resolved to the satisfaction of the grievant within five (5) school days, he shall set forth his complaint in writing to the Superintendent stating the nature of the grievance. Articles and sections of the Agreement or Policies alleged violated shall also be stated in writing along with the possible remedy. Administrative decisions shall be handled in the same manner when in dispute.

Within two (2) days of the receipt of the letter a meeting will be held at a mutually agreed-upon time between the grievant and/or his official representative(s) and the administration in an attempt to settle the grievance.

The Superintendent shall communicate his decision with reasons within three (3) school days after the completion of the meeting. When a grievance occurs at the end of the school year, the periods allowed shall not exceed three (3) calendar days.

3. If the grievance is not resolved to the grievant's satisfaction he may request within fifteen (15) school days, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board of a committee thereof shall review the grievance, hold a hearing with the grievant and/or his representative if requested within seven (7) school days and the Board shall render a decision with reasons in writing within fifteen (15) school days of the review or hearing or next Board meeting. If this falls at the termination of the school year the period allowed shall not exceed fifteen (15) calendar days.

4. Any grievance not resolved to the satisfaction of the grievant or grievants in the third step of the grievance procedure may be submitted to arbitration within fifteen (15) calendar days after receipt of the third step answer. The parties will be bound by the rules and procedures of the American Arbitration Association. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the terms of this Agreement as it relates to this Article, Section A, with the exception of issues relating to Board policy which shall be excluded from binding arbitration.

5. The arbitrator shall hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or from the date of receipt of final statements or proofs. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions only on the issues submitted.

6. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties. His decision shall be final and binding on both parties. No grievant or member of the Association shall have the right to refuse a directive from the Superintendent or Administration until the grievance has been properly determined.

7. All costs for the services of the arbitrator shall be borne equally by the Board and the Association except a transcript of the hearing shall be borne by the party requesting the transcript.

D. Miscellaneous

1. These meetings and hearings pertaining to the grievance procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

2. The above time limits on any step may be extended or reduced by mutual agreement.

3. Within the grievance procedure nowhere shall it be interpreted that the Board or Administration has relinquished legal prerogatives.

4. The grievant does not have the right to refuse an administrative directive on the grounds that he has instituted a grievance.

5. In the case of a grievance filed by two or more employees, participation in the arbitration proceedings will be limited to one employee acting as a party in interest, plus his representative.

6. Every effort will be made to hold the arbitration hearings in the school building during normal school hours.

ARTICLE IV

WORK YEAR

1. The work year for all custodians and the Head Bus Driver/Mechanic will be twelve (12) months, starting July 1.

2. The work year for cafeteria workers will be not more than ten (10) months.

3. Any additional time accrued by the Cafeteria Manager necessitated by her position shall be compensated on an hourly rate. This rate shall be based on her step on the salary guide.

ARTICLE V

DAILY WORK HOURS

1. The work day for custodians shall consist of eight and one-half (8½) hours, including a 30-minute unpaid lunch period.

2. The work day for all cafeteria employees shall consist of six and one-half (6½) hours, including a 30-minute unpaid lunch period, except for the cafeteria manager, whose work day shall consist of 7 hours, including a 30-minute, unpaid lunch period.

3. The work day for the Head Custodian shall be nine (9) hours, or forty-five (45) hours per week, including time for routine inspections and boiler checks during hours outside the normal working day.

ARTICLE VI

OVERTIME

1. For work performed over forty (40) hours the employee shall receive one and one-half (1½) times his/her rate of pay for the time over.

a. The Head Bus Driver/Mechanic-Groundsman shall receive overtime after forty-five (45) hours.

2. For holiday work on the holidays listed in Article VIII the employee shall receive two (2) times their rate of pay for the number of hours worked in addition to their other holiday pay.

ARTICLE VII

COMPENSATION

1. Travel Expenses--Employees on approved Board or school business shall be reimbursed for travel at a rate of 23-cents per mile.

2. Compensation for Acting Supervisor--An individual who is appointed to the position of acting supervisor (e.g., acting Head Custodian or Cafeteria Manager) will be compensated on a per diem basis of 50-cents per hour for those respective positions effective immediately upon their appointment. The necessity for such a temporary appointment will be established by the Administration with the approval of the Board. Such temporary appointment shall include regularly scheduled vacation.

3. The Board shall reimburse employees for job-related courses at the rate of seventy-five (75) percent for courses taken at N. J. public institutions and sixty-five (65) percent for courses taken at private institutions, to a maximum of nine (9) credits or their equivalents per year as determined by and with the prior approval of the Superintendent.

ARTICLE VIII

BENEFITS

1. Vacations

Twelve (12) month employees: two weeks after one full year of employment; three weeks after seven (7) full years of employment; four (4) weeks after twelve full years of employment; and five (5) weeks after eighteen (18) full years of employment.

2. Holidays

a. Twelve (12) month employees: New Year's Day, Good Friday, Easter Monday provided school is not in session, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, First working day after Christmas, and the First working day before New Year's Day.

b. Ten (10) month employees: Holidays will be the same as the school holidays.

ARTICLE IX

SICK LEAVE

1. Personal Illness

a. All members covered under this contract who are steadily employed by the Board shall be allowed ten (10) full days of sick leave with full pay. All 12-month employees shall be allowed twelve (12) full days of sick leave with full pay. All days of such minimum sick leave not utilized in that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

b. A doctor's certification may be filed with the school administrator for any sick leave beyond three (3) consecutive working days or where the employee has shown a continuing pattern of absenteeism.

c. By October 1st of each year, all employees shall receive written notification of their total number of days of accumulated sick leave.

2. Retirement Benefit Program

a. All full-time employees who have accumulated a minimum of ninety (90) unused sick days at the time of retirement from the district and are eligible for pension benefits as defined by Title 18A:66-1 et seq., "Teachers' Pension and Annuity Fund" or "Public Employees Retirement Fund."

b. Each employee shall receive a retirement benefit of \$22.00 per day for each three (3) days accumulated unused sick leave beyond the minimum ninety (90) d

c. Retirement benefits payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary of the year in which he/she terminates.

ARTICLE X

OTHER LEAVES OF ABSENCE

All members shall be entitled to the following leaves of absence:

1. Personal Days

Three (3) days leave of absence for personal legal business, household or family matters which requires absence during school hours. Application to members' principal or immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies).

2. Maternity Leave

All pregnant employees shall notify the Administration as soon as pregnancy is determined. At that time the employee shall specify, in writing, the date on which she wishes to commence leave, and the date on which she wishes to return after the birth. The Board may require any employee to produce a certification from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in b.iii.

The Board may remove any pregnant employee from her duties on any one of the following basis:

a. Performance. Her performance has substantially declined from the time immediately prior to her pregnancy.

b. Physical Incapacity. Her physical condition or capacity is such that her health would be impaired if she were to continue working, and such physical incapacity shall be deemed to exist only if:

i. the pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

ii. the Board's physician and the employee's physician agree that she cannot continue working, or

iii. following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Hunterdon County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

Whenever, in the opinion of the Board, the dates for the commencement of a pregnancy leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of the children, the requested dates may be changed by the Board.

3. Funeral Leave

In the event of the death of a near relative, time off up to a maximum of four (4) consecutive calendar days will be granted without loss of pay. In any event, the day following burial shall be granted as the final day of such leave.

Near relatives consist of spouse, child, grandchild, father, mother, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, and any other relative residing in the home of the employee.

4. Quarantine

An employee is expected to remove himself from contagion. Should an employee be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

5. Court

An employee who is required by law to attend court session as a subpoenaed witness or for jury duty, except in actions against the Board initiated by an employee, shall be allowed such absence without loss of pay or penalty. All reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary.

BENEFITS:

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused sick leave, will be in effect upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE XI

INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each full-time, eligible employee and in cases where appropriate, for family-plan insurance coverage.

Provisions of the health-care insurance program shall be as follows: New Jersey blue Cross/Blue Shield; Rider J; Major Medical; New Jersey Blue Cross Prescription.

The New Jersey Blue Cross Prescription Program for the duration of the contract shall be capped at the premium in effect on July 1, 1982.

ARTICLE XII

EMPLOYEE RIGHTS AND PRIVILEGES

1. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School laws or other applicable laws and regulations.

3. Whenever any employee is mutually scheduled by the parties to participate during working hours in negotiating, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

4. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any or all employee rights and/or association rights and privileges, as defined in this Agreement, without just cause.

5. Assaults by a pupil upon an employee of the Board shall be handled as

prescribed in N.J.S.A. 18A:37-2.1.

6. The Board agrees that Association members are covered under its non-owned automobile--additional insureds endorsement AUD 502--subject to the applicable limits of liability, exclusions, conditions and other terms of the policy and to the following additional provisions: (1) The "person insured" provision as amended to include as insured an employee of the Board, but only while acting in the performance of and within the scope of his duties as such. (2) The "non-owned automobile" as amended to include an automobile owned by any person who is an additional insured provided that at the time of the occurrence, (a) such automobile is being used in the business of the Board, and (b) such use is either by such owner or by any other person whose actual operation or (if he is not operating) whose other actual operation thereof is with such owner's permission.

ARTICLE XIII

ASSOCIATION RIGHTS AND PRIVILEGES

The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings upon approval of the Administration provided such use does not interfere with normal operations.

ARTICLE XIV

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. to relieve employees from duty because of lack of work or for other legitimate reasons;
- d. to maintain efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted, and
- f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. The Board shall carry out the commitments contained in this Agreement and give them full force and effect as a part of Board Policy.
2. Compliance between individual contract and master Agreement: Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
3. Participation by any member of the negotiating unit in a strike, job action, work slowdown, or any concerted activity which does or has the potential for interfering with normal school district operation and administration, or a refusal to perform duties, shall be just cause for disciplinary action.
4. No lock-out of employees shall be instituted by the Board. The Association agrees that neither it nor its officers, employees, or members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts,

slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with the normal operations of the school and work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Board.

5. Fully Negotiated Provisions

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all negotiated issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

6. Placement on Salary Schedule

Each employee shall be placed on his proper step on the salary schedule as of July 1, 1982. Any employee employed prior to January 1 of any school year shall be given full credit for one(1) year of service toward the next increment step for the following year.

7. Resignations

An employee who is resigning shall give two (2) weeks notice.

8. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

9. Non-Discrimination, N.J.S.A. 10:5-1 et seq.

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

ARTICLE XVI

LAW

Separability--If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII REPRESENTATION FEE IN LIEU OF DUES FOR NON-MEMBER EMPLOYEES

A. Purpose of Fee

If an employee does not become a member of the Association during any member year (i.e., from September 1 to the following August 31) which is covered in w

or in part by this Agreement, such employee shall be required to pay a representation fee to the Association for that membership year. It is understood that representation fees under this Article shall be deducted prospectively only, beginning on the date of the signing of this Agreement. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative, not for any Association activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association shall notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee shall not exceed 85% of that amount.

C. Deduction and Payment of Fee

Once during each membership year covered in whole or in part by this agreement the Association shall submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board shall deduct from the salaries of such employees the full amount of the representation fee in lieu of dues and shall transmit same to the Association. Such deductions shall be made on or after, but in no case sooner, than the thirtieth (30th) day following the employees employment in the bargaining unit and on or after, but in no case sooner, than the tenth (10th) day following re-entry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the Board in a position outside the bargaining unit and individuals being reemployed in such unit from reemployment lists.

No representation fee deduction shall be made by the Board unless the Association first establishes a demand and return system which provides pro rata returns as described in N.J.S.A. 34:13A-5.5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for such an appeal.

The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1982 and shall continue in effect until June 30, 1984, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries and chief negotiators, and their corporate seals to be placed hereon, all on the day and year first above written.

By:

Clifford D. Lessig
Clifford D. Lessig, President
Paraprofessional Association

Audrey M. Pagano
Audrey M. Pagano, President
Holland Township Board of Education

Suzane Krewson
Suzane Krewson, Chief Negotiator
Paraprofessional Association

Warren E. Stinson
Warren E. Stinson, Chief Negotiator
Holland Township Board of Education

Frances S. Laubach
Frances S. Laubach, Secretary
Paraprofessional Association

Dorothy Biggs
Dorothy Biggs, Board Secretary
Holland Township Board of Education

PARAPROFESSIONAL SALARY GUIDES

Head Custodian and Head Bus Driver/Mechanic-Groundsman

<u>Step</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 15,500	\$ 17,000
2	16,000	17,500
3	17,000	18,000
4	17,000	18,500
5	17,500	19,000
6	18,000	19,500
7	18,711	20,000
8		20,624

Custodians

<u>Step</u>		
1 (Start)	10,200	10,800
2 (6 mos.)	11,000	12,400
3 (1 year) ¹	12,300	13,900
4 (2 years)	13,500	15,400
5 (3 years)	14,970	16,499

¹ Employees as of December 31, 1981 will be on Step 5. Those persons employed after July 1, 1982 will be placed on the step of the guide that corresponds to the number of years employed.

PARAPROFESSIONAL SALARY GUIDE

Cafeteria Manager

<u>Step</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 6,538	\$ 7,197
2	7,038	7,696
3	7,539	8,197
4	8,038	8,697
5	8,538	9,197
6	9,038	9,697
7	9,760	10,197
8	--	10,758

Cafeteria Workers, full-time

1 (Start)	4.50/hr.	4.50/hr.
2 (6 mos.)	4.67/hr.	4.67/hr.
3 (1 year)	5.03/hr.	5.55/hr.

LONGEVITY

Only full-time employment shall count toward eligibility for longevity increases. The following amounts shall be added to the top step of the respective salary guide at the beginning of each appropriate year:

	<u>15-19 years</u>	<u>20-24 years</u>	<u>25+ years</u>
Twelve Month Employees	\$ 325	\$ 425	\$600
Ten Month Employees	225	325	500

